

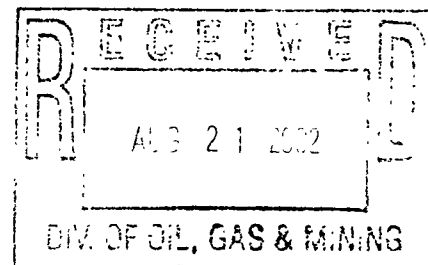
File Number M/045/021

Effective Date Sept 6, 2002

Other Agency File Number _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Phone: (801) 538-5291
Fax: (801) 359-3940

RECLAMATION CONTRACT
---ooOoo---



For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/045/021
(Mineral Mined) Shale

"MINE LOCATION":
(Name of Mine) Quarry Antone
(Description) Tooele County, Utah

"DISTURBED AREA":
(Disturbed Acres) 13.3 acres
(Legal Description) (refer to Attachment "A")

"OPERATOR":
(Company or Name) Utah Portland Quarries, Inc.
(Address) 10401 North Meridian Street, Suite 400
Indianapolis, Indiana 46290-1090
(Phone) (317) 706-3300

"OPERATOR'S REGISTERED AGENT":

Name)

(Address)

(Phone)

CT Corporation

208 S. LaSalle 8th Floor

Chicago, IL 60604

(800) 475-1212

"OPERATOR'S OFFICER(S)":

Michael B. Clarke, President

William A. Humenuk, V.P. & Secretary

Harry M. Philip, Vice President

John L. Quinlan, Vice President & Treasurer

SURETY":

(Form of Surety - Attachment B)

Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

SAFECO INSURANCE COMPANY OF
AMERICA -- Bond No.

"SURETY AMOUNT":

(Escalated Dollars)

\$49,900

"ESCALATION YEAR":

2007

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Utah Portland Quarries, Inc. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/045/021 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated August 27, 1987, and the original Reclamation Plan dated July 3, 1987. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

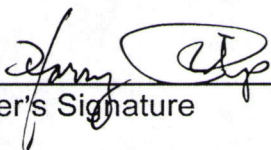
7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Utah Portland Quarries, Inc.
Operator Name

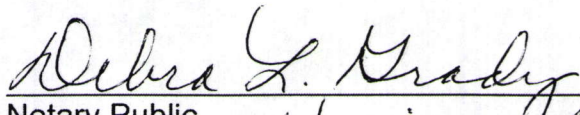
By Harry M. Philip
Authorized Officer (Typed or Printed)

Vice President
Authorized Officer - Position

 8-16-02
Officer's Signature Date

STATE OF Indiana)
COUNTY OF Hamilton) ss:

On the 16th day of August, 2002, Harry M. Philip
personally appeared before me, who being by me duly sworn did say that he/she is the
Vice President of Utah Portland Quarries, Inc. and duly
acknowledged that said instrument was signed on behalf of said company by authority
of its bylaws or a resolution of its board of directors and said
Harry M. Philip duly acknowledged to me that said
company executed the same.


Notary Public
Residing at in Hamilton County
3-19-07
My Commission Expires:

DIVISION OF OIL, GAS AND MINING:

By Lowell P Braxton
Lowell P. Braxton, Director

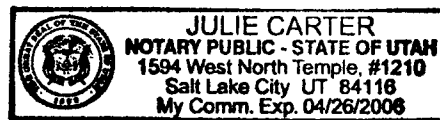
9/6/02
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 6 day of September, 20 02 Lowell P. Braxton personally appeared before me, who being duly sworn did say that ~~he/she~~, the said Lowell P. Braxton is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and ~~he/she~~ duly acknowledged to me that ~~he/she~~ executed the foregoing document by authority of law on behalf of the State of Utah.

Julie Carter
Notary Public
Residing at: Salt Lake

April 26, 2006
My Commission Expires:



ATTACHMENT "A"

Utah Portland Quarries, Inc.
Operator

Quarry Antone
Mine Name

M/045/021
Permit Number

Tooele County, Utah

LEGAL DESCRIPTION

Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.

The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 13.3 acres under the approved permit and surety, as reflected on the attached map labeled see below and dated see below:

The permitted area is illustrated on the map titled "Portland Cement Quarries Inc., Quarry Antone, Tooele County, Utah. Map #1." The map is undated but carries a DOGM "Received" stamp of March 23, 1987. The map is one file with the Division.

The present disturbed area is shown on DOGM GPS map titled "Lone Star Industries, Inc. Quarry Antone" dated 8/13/02.

The legal description is portions of the:

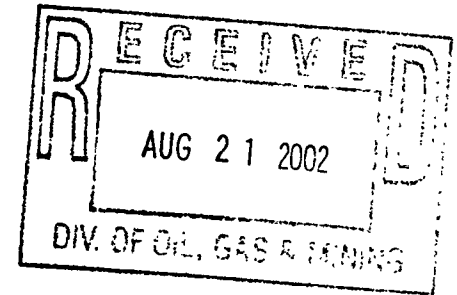
NE 1/4 of the NE 1/4 of Section 18, Township 2 South, Range 6 West, and NW 1/4 of the NW 1/4 of Section 17, Township 2 South, Range 6 West, as more specifically illustrated in the above-referenced maps.

ATTACHMENT B

FORM MR-5
January 19, 2000

Bond Number
Permit Number M/045/021
Mine Name Quarry Antone

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940



THE MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned Utah Portland Quarries, Inc., as Principal, and
SAFECO INSURANCE COMPANY OF AMERICA, as Surety, hereby jointly
and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly
and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal sum
of Forty Nine Thousand Nine Hundred dollars (\$ 49,900).

Principal has estimated in the Mining and Reclamation Plan approved by the Division on
the 27th day of August 1987, 20 , that 13.3 acres of land will be
disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the
Reclamation Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and
Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation
Act, and complied with the Rules and Regulations adopted in accordance therewith, then this
obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations,
then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the
area disturbed or the extent of disturbance, then, the Division may require that the amount of this
Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by Surety after ninety (90) days following receipt by the
Division and Principal of written notice of such cancellation. Surety's liability shall then, at the

expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Utah Portland Quarries, Inc.

Principal (Permittee)

JOHN L. QUINLAN

By (Name typed):

CHIEF FINANCIAL OFFICER

Title

John L. Quinlan
Signature

8/16/02
Date

Surety Company

SAFECO INSURANCE COMPANY OF AMERICA 1200 Macarthur Blvd.

Surety Company Name

Street Address

Richard Guarini

Mahwah, NJ 07430

Surety Company Officer

City, State, Zip

Attorney-in-fact

201-327-7606

Title/Position

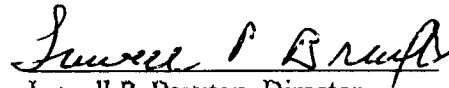
Phone Number

Richard Guarini
Signature

August 09, 2002
Date

SO AGREED this 6th day of September, 20 02.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:



Lowell P. Braxton, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION

On the 09th day of August, 20 02, Richard Guarini
personally appeared before me, who being by me duly sworn did say that he/she, the said
Safeco Insurance Company of America is the Attorney-in-fact of
_____ and duly acknowledged that said instrument was
signed on behalf of said company by authority of its bylaws or a resolution of its board of
directors and said Richard Guarini duly acknowledged to me that said
company executed the same, and that he/she is duly authorized to execute and deliver the
foregoing obligations; that said Surety is authorized to execute the same and has complied in all
respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and
obligations.

Signed: Gary Moussey
Surety Officer

Title: Attorney-in-fact

STATE OF New York)
) ss:
COUNTY OF Nassau)

Subscribed and sworn to before me this 09th day of August, 20 02.

Notary Public
Residing at: _____

My Commission Expires:

12, 20 04

NOTARY PUBLIC
GARY MOUSSEY
4/1/02

ACKNOWLEDGEMENT OF PRINCIPAL

INDIVIDUAL – PRINCIPAL

STATE OF _____
COUNTY OF _____

{ SS:

On this _____ day of _____, 20____, before me, the undersigned personally came and appeared to me personally known and known to me to be the individual described in and who executed the foregoing instrument and duly acknowledged to me that _____ executed the same.

NOTARY PUBLIC STAMP

NOTARY PUBLIC

CORPORATION – PRINCIPAL

STATE OF INDIANA
COUNTY OF MARION

{ SS:

On this 16TH day of AUGUST, 2002, before me came JOHN L. QUINLAN to me known, who, being by me duly sworn, did depose and say that he resides at CARMEL INDIANA that he is CHIEF FINANCIAL OFFICER of UTAH PORTLAND QUARRIES, INC. the corporation described in and which executed the foregoing instrument as principal; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC STAMP

Donna J. Kantner

NOTARY PUBLIC

Comm. EXP 11/6/07

PARTNERSHIP – PRINCIPAL

STATE OF _____
COUNTY OF _____

{ SS:

On this _____ day of _____, 20____, before me personally came _____ to me personally known, and known to me to be a member of the firm of _____ and he duly acknowledged to me that he executed the same for the uses and purposes therein mentioned.

NOTARY PUBLIC STAMP

NOTARY PUBLIC



POWER
OF ATTORNEY



SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. _____

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint
CRAIG H. TREIBER; JOHN H. TREIBER; RICHARD GUARINI; GARY MORRISSEY; MILENA LANGERT; JEAN C. SPEIRS; ROBERT G. TYNAN; Garden City, New York**

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 29 day of September, 19 98

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R. A. Pierson, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 09th day of August, 19 2002



SAFECO INSURANCE COMPANY OF AMERICA

FINANCIAL STATEMENT — DECEMBER 31, 2001

Assets		Liabilities	
Cash and Bank Deposits	\$ 28,779,143	Unearned Premiums	\$ 573,965,389
*Bonds — U.S. Government	172,579,475	Reserve for Claims and Claims Expense	1,520,553,379
*Other Bonds	1,686,877,756	Funds Held Under Reinsurance Treaties	551,241
*Stocks	595,048,675	Reserve for Dividends to Policyholders	6,684,466
Real Estate	35,076,733	Additional Statutory Reserve	—
Agents' Balances or Uncollected Premiums	286,362,995	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	32,961,439	Other Liabilities	536,160,641
Other Admitted Assets	557,153,050	Total	\$2,637,915,116
Total Admitted Assets	<u>\$3,394,839,266</u>	Capital Stock	\$ 5,000,000
		Paid in Surplus	152,306,484
		Unassigned Surplus	599,617,666
		Surplus to Policyholders	756,924,150
		Total Liabilities and Surplus	<u>\$3,394,839,266</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values. Securities carried at \$121,297,719 are deposited as required by law.

I, MICHAEL C. PETERS, president of SAFECO Insurance Company of America, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2001, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 1st day of March, 2002.

President

Lone Star Industries, Inc.

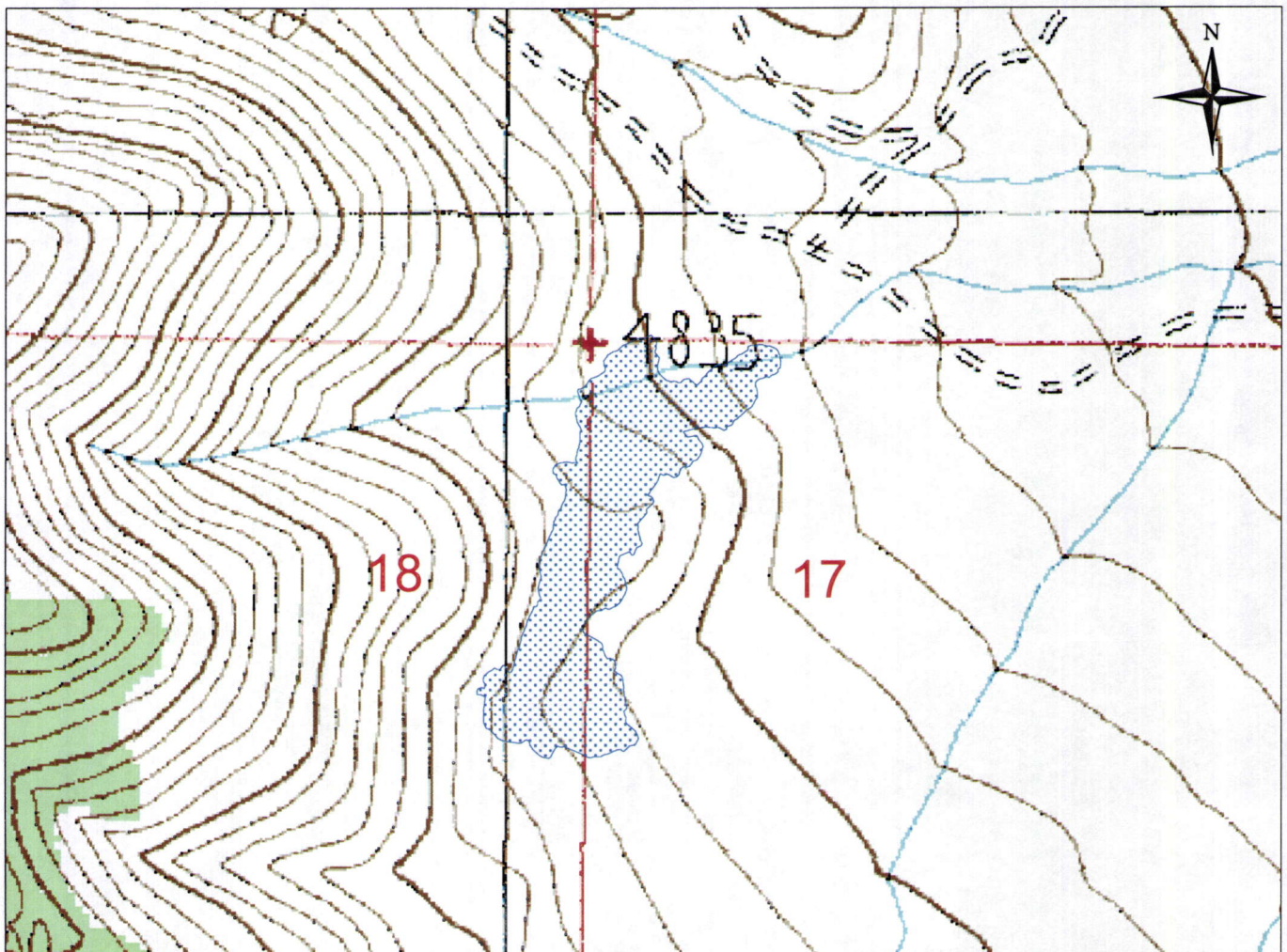
Quarry Antone

M/045/021



Quarry Antone

W/2 of the NW/4 of Section 17 and the
E/2 of the NE/4 of Section 18
Township 2 South, Range 6 West, SLBM



Flux Quad

0 400 800 1200 1600 Feet

This map may not meet Division standards for accuracy and content. Different data sources and input scales may cause some misalignment of data layers.

Prepared 8/13/02 by DOGM